

§ 49.13

14 CFR Ch. I (1–1–01 Edition)

§ 49.13 Signatures and acknowledgments.

(a) Each signature on a conveyance must be in ink.

(b) Paragraphs (b) through (f) of § 47.13 of this chapter apply to a conveyance made by, or on behalf of, one or more persons doing business under a trade name, or by an agent, corporation, partnership, coowner, or unincorporated association.

(c) No conveyance or other instrument need be acknowledged, as provided in section 503(e) of the Federal Aviation Act of 1958 (49 U.S.C. 1403(e)), in order to be recorded under this part. The law of the place of delivery of the conveyance determines when a conveyance or other instrument must be acknowledged in order to be valid for the purposes of that place.

(d) A power of attorney or other evidence of a person's authority to sign for another, submitted under this part, is valid for the purposes of this section, unless sooner revoked, until—

(1) Its expiration date stated therein; or

(2) If an expiration date is not stated thereon, for not more than 3 years after the date—

(i) It is signed; or

(ii) The grantor (a corporate officer or other person in a managerial position therein, where the grantor is a corporation) certifies in writing that the authority to sign shown by the power of attorney or other evidence is still in effect.

[Doc. No. 7190, 31 FR 4499, Mar. 17, 1966, as amended by Amdt. 49-2, 31 FR 15349, Dec. 8, 1966; Amdt. 49-6, 36 FR 8661, May 11, 1971]

§ 49.15 Fees for recording.

(a) The fees charged for recording conveyances under this part are as follows:

(1) Conveyance of aircraft— For each aircraft listed therein	\$5.00
(2) Conveyance, made for security purposes, of a specifically identified aircraft engine or propeller, or any assignment or amendment thereof, or supplement thereto, recorded under Subpart D— For each engine or propeller	5.00
(3) Conveyance, made for security purposes, of aircraft engines, propellers, appliances, or spare parts, maintained at a designated location or locations, or any assignment or amendment thereof, or supplement thereto, recorded under Subpart E— For the group of items at each location	5.00

(b) There is no fee for recording a bill of sale that accompanies an application for aircraft registration and the proper fee under Part 47 of this chapter.

(c) Each conveyance must be accompanied by the proper fee, that may be paid by check or money order to the Federal Aviation Administration.

[Doc. No. 1996, 29 FR 6486, May 19, 1964, as amended by Amdt. 49-1, 31 FR 4499, Mar. 17, 1966; Doc. No. 8084, 32 FR 5769, Apr. 11, 1967]

§ 49.17 Conveyances recorded.

(a) Each instrument recorded under this part is a “conveyance” within the following definition in section 101(17) of the Federal Aviation Act of 1958 (49 U.S.C. 1301):

(17) “Conveyance” means a bill of sale, contract of conditional sale, mortgage, assignment of mortgage, or other instrument affecting title to, or interest in, property.

A notice of Federal tax lien is not recordable under this part, since it is required to be filed elsewhere by the Internal Revenue Code (26 U.S.C. 6321, 6323; 26 CFR 301.6321-1, 301.6323-1).

(b) The kinds of conveyance recordable under this part include those used as evidence of ownership under § 47.11 of this chapter.

(c) The validity of any instrument, eligible for recording under this part, is governed by the laws of the State, possession, Puerto Rico, or District of Columbia, as the case may be, in which the instrument was delivered, regardless of the location or place of delivery of the property affected by the instrument. If the place where an instrument is intended to be delivered is stated in the instrument, it is presumed that the instrument was delivered at that place. The recording of a conveyance is not a decision of the FAA that the instrument does, in fact, affect title to, or an interest in, the aircraft or other property it covers.

(d) The following rules apply to conveyances executed for security purposes and assignments thereof:

(1) A security agreement must be signed by the debtor. If the debtor is not the registered owner of the aircraft, the security agreement must be

accompanied by the debtor's Application for Aircraft Registration and evidence of ownership, as prescribed in Part 47 of this chapter, unless the debtor—

(i) Holds a Dealer's Aircraft Registration Certificate and submits evidence of ownership as provided in § 47.67 of this chapter (if applicable);

(ii) Was the owner of the aircraft on the date the security agreement was signed, as shown by documents recorded at the FAA Aircraft Registry; or

(iii) Is the vendor, bailor, or lessor under a contract of conditional sale.

(2) The name of a cosigner may not appear in the security agreement as a debtor or owner. If a person other than the registered owner signs the security agreement, that person must show the capacity in which that person signs, such as "cosigner" or "guarantor".

(3) An assignment of an interest in a security agreement must be signed by the assignor and, unless it is attached to and is a part of the original agreement, must describe the agreement in sufficient detail to identify it, including its date, the names of the parties, the date of FAA recording, and the recorded conveyance number.

(4) An amendment of, or a supplement to, a conveyance executed for security purposes that has been recorded by the FAA must meet the requirements for recording the original conveyance and must describe the original conveyance in sufficient detail to identify it, including its date, the names of the parties, the date of FAA recording, and the recorded conveyance number.

(5) Immediately after a debt secured by a conveyance given for security purposes has been satisfied, or any of the encumbered aircraft have been released from the conveyance, the holder shall execute a release on AC Form 8050-41, Part II—Release, provided to him by the FAA when the conveyance was recorded by the FAA, or its equivalent, and shall send it to the FAA Aircraft Registry for recording. If the debt is secured by more than one aircraft and all of the collateral is released, the collateral need not be described in detail in the release. However, the original conveyance must be clearly described in enough detail to identify it, including

its date, the names of the parties, the date of FAA recording, and the recorded conveyance number.

(6) A contract of conditional sale, as defined in section 101(19) of the Federal Aviation Act of 1958 (49 U.S.C. 1301(19)), must be signed by all parties to the contract.

[Doc. No. 1996, 29 FR 6486, May 19, 1964, as amended by Amdt. 49-1, 31 FR 4499, Mar. 17, 1966; Amdt. 49-9, 53 FR 1915, Jan. 25, 1988]

§ 49.19 Effective date of filing for recordation.

A conveyance is filed for recordation upon the date and at the time it is received by the FAA Aircraft Registry.

§ 49.21 Return of original conveyance.

If a person submitting a conveyance for recording wants the original returned to him, he must submit a true copy with the original. After recording, the copy is kept by the FAA and the original is returned to the applicant stamped with the date and time of recording. The copy must be imprinted on paper permanent in nature, including dates, and signatures, to which is attached a certificate of the person submitting the conveyance stating that the copy has been compared with the original and that it is a true copy.

[Doc. No. 1996, 29 FR 6486, May 19, 1964, as amended by Amdt. 49-1, 31 FR 4499, Mar. 17, 1966]

Subpart C—Aircraft Ownership and Encumbrances Against Aircraft

§ 49.31 Applicability.

This subpart applies to the recording of the following kinds of conveyances:

(a) A bill of sale, contract of conditional sale, assignment of an interest under a contract of conditional sale, mortgage, assignment of mortgage, lease, equipment trust, notice of tax lien or of other lien, or other instrument affecting title to, or any interest in, aircraft.

(b) A release, cancellation, discharge, or satisfaction of a conveyance named in paragraph (a) of this section.